PUBLIC HEALTH SERVICE

MATERIAL TRANSFER AGREEMENT

This Material Transfer Agreement ("**MTA**") has been adopted for use by the National Institutes of Health ("NIH"), the Food and Drug Administration ("FDA"), and the Centers for Disease Control and Prevention ("CDC"), collectively referred to herein as the United States Public Health Service ("**PHS**") within the Department of Health and Human Services ("**DHHS**"), in all transfers of research material ("**Research Material**") whether **PHS** is identified below as its **Provider** or **Recipient**.

Provider:

Recipient:

1. **Provider** agrees to transfer to **Recipient**'s Investigator named below the following **Research Material**:

2. THIS **RESEARCH MATERIAL** MAY NOT BE USED IN HUMAN SUBJECTS. The **Research Material** will only be used for research purposes by **Recipient**'s investigator in his/her laboratory, for the research project described below, under suitable containment conditions. This **Research Material** will not be used by for-profit recipients for screening, production or sale, for which a commercialization license may be required. **Recipient** agrees to comply with all Federal rules and regulations applicable to the **Research Project** and the handling of the **Research Material**.

2(a). Were **Research Materials** collected according to 45 CFR Part 46, "Protection of Human Subjects"?

- ☐ Yes (Please provide Assurance Number:_____)
- ☐ No
- ☐ Not Applicable (Materials not collected from humans)

3. This **Research Material** will be used by **Recipient**'s investigator solely in connection with the following research project ("**Research Project**") described with specificity as follows (use an attachment page if necessary):

4. In all oral presentations or written publications concerning the **Research Project**, **Recipient** will acknowledge **Provider**'s contribution of this **Research Material** unless requested otherwise. To the extent permitted by law, **Recipient** agrees to treat in confidence, for a period of three (3) years from the date of its disclosure, any of **Provider**'s written information about this **Research Material** that is stamped **"CONFIDENTIAL"**, except for information that was previously known to **Recipient** or that is or becomes publicly available or which is disclosed to **Recipient** without a confidentiality obligation. Any oral disclosures from **Provider** to **Recipient** shall be identified as being **CONFIDENTIAL** by written notice delivered to **Recipient** within thirty (30) days after the date of the oral disclosure. **Recipient** may publish or otherwise publicly disclose the results of the **Research Project**, but if **Provider** has given **CONFIDENTIAL** information to **Recipient** such public disclosure may be made only after **Provider** has had thirty (30) days to review the proposed disclosure to determine if it includes any **CONFIDENTIAL** information, except when a shortened time period under court order or the Freedom of Information Act pertains.

5. This **Research Material** represents a significant investment on the part of **Provider** and is considered proprietary to **Provider**. **Recipient**'s investigator therefore agrees to retain control over this **Research Material** and further agrees not to transfer the **Research Material** to other people not under her or his direct supervision without advance written approval of **Provider**. **Provider** reserves the right to distribute the **Research Material** to others and to use it for its own purposes. When the **Research Project** is completed, the **Research Material** will be disposed of, if directed by **Provider**.

6. This **Research Material** is provided as a service to the research community. IT IS BEING SUPPLIED TO **RECIPIENT** WITH NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **Provider** makes no representations that the use of the **Research Material** will not infringe any patent or proprietary rights of third parties.

7. When **Provider** is the **PHS**: **Recipient** shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the **Research Project**. **Recipient** agrees not to claim, infer, or imply endorsement by the Government of the United States of America (hereinafter referred to as "**Government**") of the **Research Project**, the institution or personnel conducting the **Research Project** or any resulting product(s). Unless prohibited by law from doing so, **Recipient** agrees to hold the **Government** harmless and to indemnify the **Government** for all liabilities, demands, damages, expenses and losses arising out of **Recipient**'s use for any purpose of the **Research Material**.

8. When **Recipient** is the **PHS**: The **PHS** shall retain title to any patent or other intellectual property rights in inventions made by its employees in the course of the **Research Project**. The **PHS** is not authorized to promise rights in advance for inventions developed under this **Agreement**. **Provider** acquires no intellectual property rights under this **MTA**, but may apply for license rights to any patentable invention that might result from this **Research Project**. It is the intention of **PHS** that **Provider** not be liable to **PHS** for any claims or damages arising from **PHS**'s use of the **Research Material**; however, no indemnification is provided or intended.

9. The undersigned **Provider** and **Recipient** expressly certify and affirm that the contents of any statements made herein are truthful and accurate.

10. This **MTA** shall be construed in accordance with Federal law as applied by the Federal courts in the District of Columbia.

11. Any additional terms:

None.

_____	_____	_____
Date	**Recipient**'s Investigator and Title	
_____	_____	_____
Date	Authorized Signature for **Recipient** and Title	

Recipient's Official and Mailing Address:

_____

_____

_____

_____

_____	_____	_____
Date	**Provider**'s Investigator and Title	
_____	_____	Technology Development Coordinator
Date	Authorized Signature for **Provider** and Title	

Provider's Official and Mailing Address:

_____

_____

_____

_____

Any false or misleading statements made, presented, or submitted to the **Government**, including any relevant omissions, under this **Agreement** and during the course of negotiation of this **Agreement** are subject to all applicable civil and criminal statutes including Federal statutes 31 U.S.C. §§ 3801-3812 (civil liability) and 18 U.S.C. § 1001 (criminal liability including fine(s) and/or imprisonment).

Instructions (this page is not part of the agreement)

If you are requesting materials from an investigator employed by the NIDCR, please follow these instructions:

1. Determine if this is the appropriate form by contacting the investigator or reading our web pages: http://www.nidcr.nih.gov/Research/Intramural/TechTransfer/IntramuralTechnologyTransferMTA.htm

2. Download your preferred format from our web page.

3. Fill in the "**Provider**," in this case the NIDCR.

4. Fill in the "**Recipient**." The "**Recipient**" is your employing institution, it is not your lab or department.

5. Define the "**Research Material**." Be specific. A general description such as "plasmids" or "anitsera" is not acceptable. If you are uncertain which materials to request, it is important to contact the NIDCR investigator for clarification.

6. In most cases, Research Materials provided by the NIDCR are not obtained from human subjects and the "Not Applicable" box is checked in paragraph 2(a). If the Research Materials are clinical samples, check "Yes" and contact the investigator for the Assurance Number.

7. Write a "**Research Project**" in the space provided below paragraph 3 or provide an attachment as indicated. A well defined Research Project will enable us to confirm the materials are appropriate for the intended use. This is also a courtesy to the providing scientists, who have spent time and effort in creating and characterizing the Research Materials. If your research involves the use of human subjects, please provide an Assurance Number or letter from an appropriate committee certifying that the research is performed according to 45 CFR Part 46, "Protection of Human Subjects."

8. **Print out two copies of the agreement.**

9. Sign and date both copies of the agreement above "Recipient's Investigator and Title." Scans of signatures, which are sometimes cut and pasted into the document, are not accepted.

10. Have an authorized official from your institution sign and date above "Authorized Signature for Recipient and Title." An authorized official is the individual at your institution who can execute Material Transfer Agreements. It is usually the head of a technology transfer department or the Dean of Research. It is not the investigator requesting the materials.

11. Include the mailing address for the location to which the MTA will be sent. This is usually the technology transfer office. It is helpful to include your email address and the mailing address for the materials in a cover letter, but this is not required. Alternatively, communicate directly with the investigator to arrange for transfer of the materials.

12. Mail both copies of the agreement to our office (see below). If possible, email an electronic version of the file (bradleyda@nidcr.nih.gov). We will review the agreement, sign both copies, and return one fully executed copy back to your institution.

Technology Development Coordinator
NIDCR Intramural Technology Transfer Office
Building 10, Room 1N103
10 Center Dr., MSC 1197
Bethesda, MD 20892-1197

If you have any questions or need help in completing the form, we are happy to assist you.